



Report to the Auburn City Council

Action Item

Agenda Item No. 7

City Manager Approval

To: Mayor and City Council Members
From: Jack Warren, Director of Public Works/City Engineer
Bernie Schroeder, Engineering Division Manager *BS*
Date: April 13, 2009
Subject: Placer County Wise Road Bridge Replacement – Highway Easement *gw*

The Issue

Shall the City proceed with offering the right-of-way to Placer County for the Placer County Wise Road Bridge Replacement Project?

Conclusions and Recommendation

Staff recommends that City Council by **RESOLUTION** authorize the Director of Public Works to execute the highway easement with Placer County for the Wise Road Bridge.

Background

Placer County Department of Public Works has completed environmental review on the Wise Road Bridge Project. The Wise Road Bridge Replacement Project involves realigning Wise Road and building a new bridge over an Auburn Ravine tributary. The road realignment and bridge replacement is partially on City owned property located off Wise Road. Placer County needs 0.648 acres from APN 040-111-048 to continue with the Wise Road Bridge Project. The City will receive \$64,800 in exchange for the easement.

Alternatives Available to Council; Implications of Alternatives

1. Authorize the Right of Way Agreement.
2. Take no action.

Fiscal Impact

The City will receive \$64,800 from Placer County. The City of Auburn purchased the property in 1964 with proceeds from a general obligation bond. Staff recommends the proceeds from the sale of the property be placed in a discretionary fund. The final determination will come from the City Attorney.

Attachments: *Wise Road Highway Easement*

Project Name

Wise Road Bridge

APN 040-111-048

When recorded return to
Placer County Department
of Public Works

Space above for Recorder

COUNTY OF PLACER

Department of Public Works

HIGHWAY EASEMENT

For the receipt of one dollar (\$1.00) or other good and valuable consideration,

CITY OF AUBURN, A MUNICIPAL CORPORATION

the undersigned GRANTOR(S), HEREBY GRANTS TO THE COUNTY OF PLACER, a political subdivision of the State of California, an easement for road purposes and incidentals thereto, including utility rights, over, on, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

See Attached Exhibit "A" or Legal Description

GRANTOR(S)

Dated this _____ Day of _____, 20_____.

Trustee / Beneficiary _____

Recording Reference _____

See reverse side for acknowledgment

Rev. 2/08

Do not write in shaded area

ACKNOWLEDGMENT

State of California }

County of Placer }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____, 20_____, from

_____ to the County of Placer, a governmental agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B, adopted on January 15, 2002, and the Grantee consents to the recordation thereof by its duly authorized agent.

SIGNATURE _____
Completed By (Type or Print)

Dated: _____
TITLE: _____

ACCEPTANCE (2): BY BOARD OF SUPERVISORS:

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____, 20_____, from

_____ to the County of Placer, a governmental agency, is hereby accepted by the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No. _____ of said Board adopted on _____, and the Grantee consents to the recordation thereof by its duly authorized agent.

Dated: _____
Chairman, Board of Supervisors of the County of Placer

EXHIBIT "A"

All that portion of land described in the Grant Deed to the City of Auburn dated March 6, 1963 recorded in Book 954 at Page 240, Official Records of Placer County located in Section 17, Township 12 North, Range 8 East, M.D.M., Placer County, State of California included within the following described lines:

Beginning at a point from which the East $\frac{1}{4}$ Corner of said Section 17 bears North $78^{\circ}41'57''$ East a distance of 1361.84 feet, thence from said Point of Beginning along the following eleven (11) courses:

1. South $10^{\circ}03'58''$ East a distance of 50.49 feet
2. South $86^{\circ}21'43''$ West a distance of 283.05 feet
3. South $89^{\circ}59'14''$ West a distance of 303.21 feet
4. South $73^{\circ}39'20''$ West a distance of 24.90 feet
5. South $87^{\circ}02'32''$ West a distance of 58.78 feet
6. North $12^{\circ}33'47''$ West a distance of 47.00 feet
7. North $73^{\circ}21'10''$ East a distance of 175.54 feet
8. North $89^{\circ}31'46''$ East a distance of 230.80 feet
9. South $79^{\circ}14'13''$ East a distance of 65.04 feet
10. South $81^{\circ}11'27''$ East a distance of 100.03 feet
11. North $86^{\circ}11'29''$ East a distance of 108.20 feet to the Point of Beginning.

End of description.

The meridian of this description is identical to that of Record of Survey No. 1936, recorded in Book 15 of Surveys at Page 13, Official Records of Placer County.

RIGHT-OF-WAY CONTRACT
DEPARTMENT OF PUBLIC WORKS
COUNTY OF PLACER

When recorded return to
Placer County Department
of Public Works
Design/Construction Division

Space above for Recorder

City of Auburn, A Municipal Corporation,

GRANTOR;

A Highway Easement, covering the property particularly described in the attached document, has been executed and delivered to John P. Weber, Right-of-Way Agent for the Department of Public Works, County of Placer.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

- I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
2. The County shall:
 - A. Pay the undersigned Grantors the sum of \$ 64,800.00 for the property or interest conveyed by above document when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - (i.) Taxes for the fiscal year in which this escrow closes which shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (ii.) Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.
 - (iii.) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

B. TITLE COMPANY - FEES

Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

Placer Title Company – Escrow No. 102-30583. Escrow Officer Maria McCall – (530) 885-7722.

C. TAXES, ASSESSMENTS, BONDS

Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any delinquent taxes, on the total property or portion thereof subject to this contract, due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this contract.

If the property acquired pursuant to this contract comprises a portion only of a large parcel on which delinquencies of taxes or assessments exist, such delinquencies shall be segregated to determine the proper amount to be paid pursuant to this section.

It is agreed between the parties hereto that the County in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor; and, as between the County and the grantor, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the Grantor retains his obligation to the levying body respecting said assessments.

D. MORTGAGES, DEEDS OF TRUST

Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

3. CONTRACT WORK

A. COMPLIANCE

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County shall be left in as good condition as found.

B. RIGHT OF ENTRY

Permission is hereby granted Placer County, or its authorized contractor, to enter Grantor's property, where necessary, to construct the proposed bridge improvements as designed. Additionally, permission is granted Placer County, or its authorized contractor, to enter Grantor's property for a period of 3 years to maintain or replace landscaping adjacent to North Ravine planted as a part of this project.

C. INDEMNIFICATION

The County of Placer shall indemnify, defend and hold Grantor harmless against any liabilities, claims, demands, damages and costs incident to or arising from the exercise by Grantee, its agents, employees and contractors of the rights granted in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the

_____ day of _____, 2009.

City of Auburn

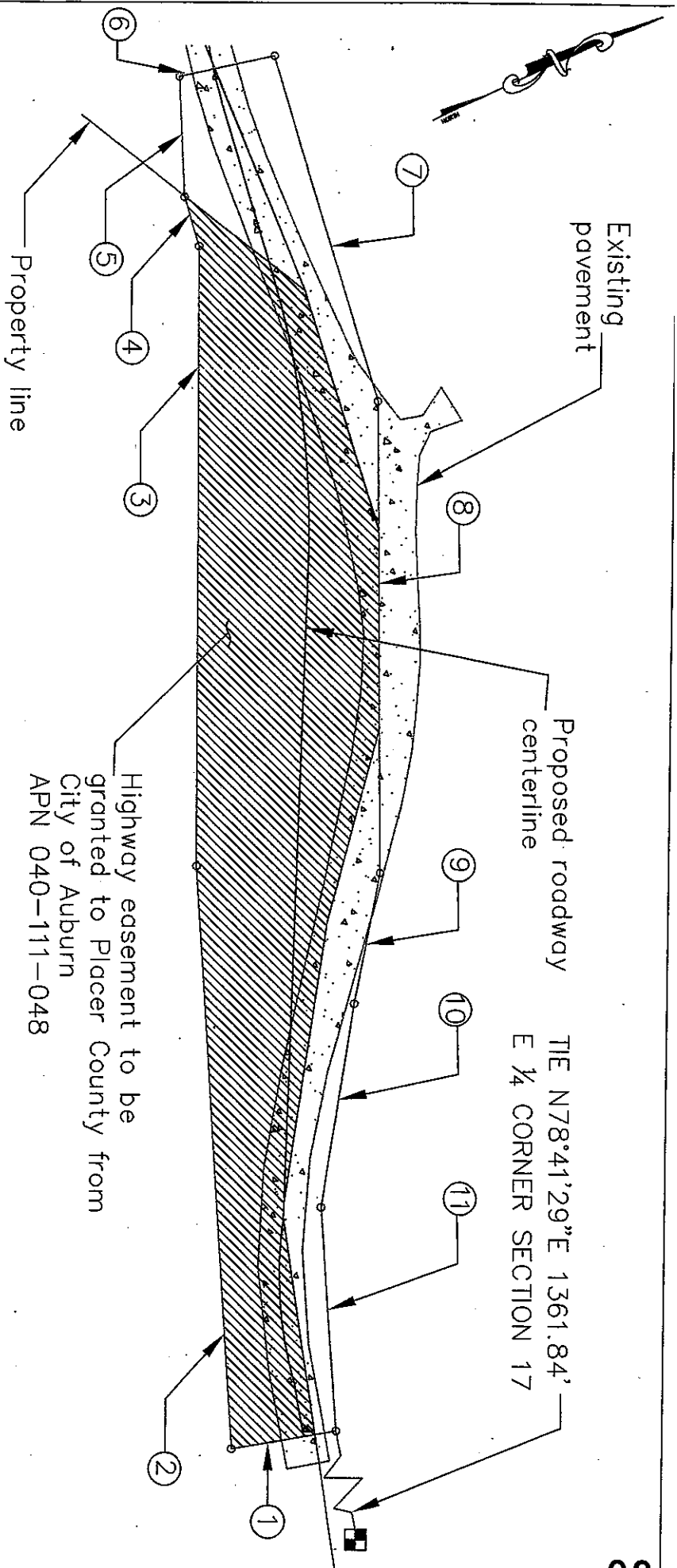
ACCEPTANCE BY BOARD OF SUPERVISORS

Date _____

By _____
Chairman

-NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED-





COURSES

1. S 10°03'58" E 50.49'
2. S 86°21'43" W 283.05'
3. S 89°59'14" W 303.21'
4. S 73°39'20" W 24.90'
5. S 87°02'32" W 58.78'
6. N 12°33'47" W 47.00'
7. N 73°21'10" E 175.54'
8. N 89°31'46" E 230.80'
9. S 79°14'13" E 65.04'
10. S 81°11'27" E 100.03'
11. N 86°11'29" E 108.20'

1 RESOLUTION NO. 09-
2 RESOLUTION REGARDING HIGHWAY EASEMENT ON WISE ROAD WITH
3 PLACER COUNTY.
4 -----

5 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

6 That the City Council of the City of Auburn does hereby authorize the
7 Director of Public Works to execute the highway easement with Placer County
8 for the Wise Road Bridge.

9
10 DATED: April 13, 2009

11 _____
J.M. Holmes, Mayor

12 ATTEST:

13 _____
14 Joseph G. R. Labrie, City Clerk

15
16 I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
17 that the foregoing resolution was duly passed at a special session meeting of
18 the City Council of the City of Auburn held on the 13th day of April 2009 by the
following vote on roll call:

19 Ayes:

20 Noes:

21 Absent:

22 _____
Joseph G. R. Labrie, City Clerk